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U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

STATEMENT UNDER 37 CFR 3.73(b)

ECOLAB INC.

Applicant/Patent Owner: _____

Application No./Patent No.: 10/675,373 Filed/Issue Date: SEPTEMBER 30, 2003

Entitled: ROLL DISPENSER

ECOLAB INC.

CORPORATION

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or

2. ☐ an assignee of less than the entire right, title and interest.
The extent (by percentage) of its ownership interest is _____ %
in the patent application/patent identified above by virtue of either:

A. [] An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

JAMES MICHAEL MILLIORN

1. From: ANDREW BRIAN MILLIORN To: DAYDOTS HOLDINGS, INC.

The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

DAYDOTS HOLDINGS, INC.

ECOLAB INC.

2. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

3. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

[] Additional documents in the chain of title are listed on a supplemental sheet.

☒ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Andrew D. Sorensen

July 29, 2004

Signature

ANDREW D. SORENSEN

Date

651-306-5810

Printed or Typed Name

CHIEF PATENT COUNSEL

Telephone Number

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

Assignment

I hereby certify that this correspondence is being deposited with the U.S. Postal Service as Express Mail, Airbill No. ET883324953US, in an envelope addressed to: MS Patent Application, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on the date shown below.

Dated: 09/30, 2003

Signature: Naomi Serbantez (Naomi Serbantez)

ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made this 30 day of September, 2003, by James Michael Milliorn and Andrew Brian Milliorn (hereinafter referred to as Assignors), residing at 1801 Riverbend West Drive, Fort Worth, Texas 76118; and 1267 Wendy Ct., Kennedale, Texas 76060, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in ROLL DISPENSER, set forth in a Patent application for Letters Patent of the United States, filed herewith ; and

WHEREAS, Daydots Holdings, Inc., a organized under and pursuant to the laws of Texas having its principal place of business at 1801 Riverbend West Drive, Fort Worth, Texas 76118 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign; transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole

and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

FULBRIGHT & JAWORSKI L.L.P.

All practitioners at Customer Number 26271

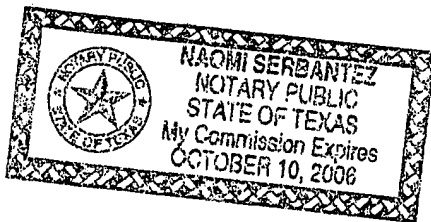
AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

James Michael Milliorn
James Michael Milliorn

Date: 09/30/2003

United States of America)
State of TEXAS) ss.:
County of HARRIS)

On this 30 day of September, 2003, before me personally came James Michael Milliorn, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.



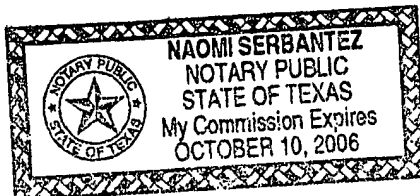
Naomi Serbantez
Notary Public

Andrew Brian Milliorn
Andrew Brian Milliorn

Date: 09/30/2003

United States of America)
State of TEXAS) ss.:
County of HARRIS)

On this 30 day of September, 2003, before me personally came Andrew Brian Milliorn, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.



Naomi Serbantez
Notary Public

PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT, dated February 11, 2004, but effective as of the Effective Time on February 1, 2004, is by and between DAYDOTS Holdings, Inc., a Texas corporation ("Assignor"), and Ecolab Inc., a Delaware corporation ("Assignee").

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated the date hereof (the "APA"), providing for the purchase of substantially all of the assets used in the business of DAYDOTS International, L.P., a Texas limited partnership and subsidiary of Assignor ("Daydots L.P.").

WHEREAS, Assignor holds various patents and patent applications used in the business of Daydots L.P.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor and Assignee hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings specified in the APA.
2. Assignment of Patents. Effective as of the Effective Time, Assignor hereby assigns and delivers to Assignee all of Assignor's right, title and interest in and to all of the patents, patent applications (including reissues, divisions, continuations-in-part, and extensions), inventions and discoveries that may be patentable and improvements thereto listed on the attached Exhibit A, free and clear of any Encumbrances. Assignee hereby accepts the assignment of such patents:
3. Terms of the APA. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall govern.
4. Further Assurances. Without limiting the generality of Section 5.9 of the APA, each of the parties hereto shall, from time to time, at the request of the other party and at such other party's cost and expense, execute and deliver such other instruments of conveyance and transfer and do such further acts and things as may be reasonably required for the purpose of carrying out the provisions of this Patent Assignment Agreement.
5. Counterparts. This Patent Assignment Agreement may be executed simultaneously in one or more counterparts (including by facsimile), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank. Signature page follows.]

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Patent Assignment Agreement to be executed by their duly authorized representatives as of the date first written above.

ASSIGNOR:

DAYDOTS Holdings, Inc.

ASSIGNEE:

Ecolab Inc.

By: James M. Millon
Name: JAMES M. MILLON
Title: PRESIDENT

By: [Signature]
Name: _____
Title: _____

**EXHIBIT A
TO
PATENT ASSIGNMENT AGREEMENT**

1. Issued Patents

- a. U.S. Pat. No. 5,642,605 to Tenner et al., issued July 1, 1997
Food Portion Inventory Device With Imprinted Predetermined Date Indicia
- b. U.S. Patent No. 5,790,718 to Tenner et al., issued Aug. 4, 1998
Food Portion Inventory Device With Imprinted Predetermined Date Indicia
- c. U.S. Pat. No. D403,575 to Milliorn, issued Jan. 5, 1999
Container for Storing and Dispensing Labels
- d. U.S. Pat. No. 5,950,959 to Milliorn, issued Sept. 14, 1999
Container for Storing and Dispensing Labels
- e. U.S. Pat. No. D454,369 to Milliorn, issued Mar. 12, 2002
Label Dispenser
- f. U.S. Pat. No. D460,301 S, issued July 16, 2002
Dispensable Glove Dispensing System
- g. U.S. Pat. No. 6,543,642, issued Apr. 8, 2003
Disposable Glove Dispenser System

2. Patents Pending

- a. Utility Pat. Appl. No. 09/912,621, filed July 24, 2001
Triangle Shaped Labels and Improved Configuration Process
- b. Utility Pat. Appl. No. 09/912,755, filed July 24, 2001
Adhesive Label Having Nonadhesive Tab Portion
- c. Utility Pat. Appl. No. 09/938,920, filed Aug. 24, 2001
Process for Making Labels Having Non-Adhesive Portion
- d. Utility Pat. Appl. No. 10/121,124 filed Apr. 11, 2002
Modular Container for Holding Labels
- e. Design Pat. Appl. No. 29/158,837, filed Apr. 11, 2002
Modular Container for Holding Labels

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f. Utility Pat. Appl. No. 10/675,373, filed Sep. 30, 2003
Roll Dispenser

g. Design Pat. Appl. No. 29/191,004, filed Sep. 30, 2003
Roll Dispenser

3. **Docketed Cases**

- a. Triangle Shaped Labels and Improved Configuration Process
- b. Process for Making Labels Having Non-Adhesive Portion